

1654

PTO/SB/96 (08-03)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Hercules, Inc.Application No./Patent No.: 09/881/954 Filed/Issue Date: June 15, 2001Entitled: Peptides, Compositions & Methods for Treatment of Burkholderia CepaciaArizona State University, a University

(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or2.  an assignee of less than the entire right, title and interest.The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. [ ] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**OR**

B. [X] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

Kuhner, Carla H.

Romesser, James A.

Hercules, Inc..

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel 012275, Frame 0757, or for which a copy thereof is attached.2. From: Hercules, Inc. To: Arizona State University  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

[ ] Additional documents in the chain of title are listed on a supplemental sheet.

[X] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

12/5/03  
DateGregory Raupe  
Typed or printed name

Telephone number

Gregory Raupe  
SignatureAssociate Vice President for Research  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



## POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby appoint:

 Practitioners associated with the Customer Number: 

OR

 Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number
Debra D. Norman	48,976
T. Romy Schlecht	47,061

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

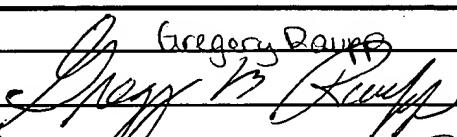
## Assignee Name and Address:

Arizona Board of Regents  
Brickyard Suite 661, Room 691AA  
699 S. Mill Ave  
Tempe, AZ 85281

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

## SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Name	Gregory B. Rupp		
Signature		Date	12/5/03
Title	Associate Vice President for Research	Telephone	

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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**POWER OF ATTORNEY  
and  
CORRESPONDENCE ADDRESS  
INDICATION FORM**

Application Number	09/881/954
Filing Date	June 15, 2001
First Named Inventor	Kuhner, Carla
Title	Peptides, Compositions & Methods for Treatment of
Art Unit	Burkholderia Cepacia 1654
Examiner Name	Audet, Maury
Attorney Docket Number	HER-0052

I hereby appoint:

Practitioners associated with the Customer Number:

OR

Practitioner(s) named below:

Name	Registration Number
Debra D. Norman	48,976
T. Romy Schlecht	47,061

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

The address associated with the above-mentioned Customer Number:

OR

The address associated with Customer Number:

OR

<input checked="" type="checkbox"/> Firm or Individual Name	Jennings, Strouss & Salmon, P.L.C.			
Address	201 E. Washington, Street, 11th floor			
Address				
City	Phoenix	State	AZ	Zip 85004-2385
Country	USA			
Telephone	602-262-5905	Fax	602-495-2668	

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Name	<i>Gregory R. Rappoport</i>		
Signature	<i>Gregory R. Rappoport</i>		
Date	12/5/03	Telephone	

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

\*Total of 3 forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

June 24, 2003

**ASSIGNMENT OF INTEREST IN INTELLECTUAL PROPERTY**

This Assignment is made on June 6, 2003, by Hercules Incorporated ("Hercules"), located at 1313 North Market Street, Wilmington, DE 19894, to and for the sole and exclusive benefit of the Arizona State University, of Tempe Arizona ("ASU"), which is tax-exempt state research university under §115 of the Internal Revenue Code.

**RECITALS**

Hercules has developed certain inventions, as described or claimed in the patent applications identified in attached Schedule A.

Hercules desires to transfer its rights in such inventions and such patent applications to ASU, , any continuations or divisions based thereon, along with rights to any patents ensuing therefrom, any reissues or reexaminations based on any such patents, all foreign applications filed thereon, and patents granted therefrom, and including the right to claim priority under the International Convention (all collectively referred to as the "IP").

ASU is a tax-exempt state research university that wishes to acquire the IP for further development and exploitation along with ASU's pre-existing intellectual property and technical know-how. Hercules has agreed to donate the IP to ASU on the terms set forth below, in order to permit ASU to add the IP to its knowledge base for such purposes.

June 04, 2003

NOW, THEREFORE, the parties agree as follows:

1. Assignment. By signing below, Hercules assigns and conveys to ASU, its successors, assigns and legal representatives, the exclusive and entire ownership interest of Hercules in the IP, to be held by ASU, its successors, assigns and legal representatives, as it would have been held by Hercules had this assignment not been made (including all accrued rights of action, royalties and damages from any past or existing infringement or misappropriation of the IP). Hercules represents and warrants to ASU that it is the sole owner of the IP and that the IP is unencumbered by any liens, security interests, licenses, (WE will need to get the liens removed before signing this) rights to practice, options to license or purchase, claims, or any other encumbrances or adverse interests. Hercules acknowledges that it will retain no ownership interest or other claim to the IP following the execution of this Assignment. This assignment will be effective for the United States of America and for all foreign countries. Hercules makes this assignment as a donation to ASU. Subject to applicable laws and regulations and the policies and procedures of the Arizona Board of Regents and of the Arizona State University, ASU, , will execute any reasonable additional documentation that Hercules requests for its record-keeping purposes to confirm the donative intent of this assignment and ASU's status as a tax-exempt state research university. Hercules authorizes and requests and agrees to further authorize and request the Commissioner of Patents to issue all Letters Patent issuing from or as part of the IP to ASU, for its interest as ASU, its successors, assigns and legal representatives. Hercules, at the expense of ASU, shall execute any papers, provide any information and testify in any interference or litigation at the request of ASU, its successors, assigns and legal representatives, when deemed essential to ASU's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title to the IP and other rights transferred. Hercules shall,

June 04, 2003

upon request of ASU, its successors, assigns or legal representatives, and without further remuneration, execute any papers for the filing and granting of foreign applications and the perfecting of title of the IP and applications in ASU, its successors, assigns or legal representatives.

Hercules further represents, warrants and covenants to ASU that:

- (i) Hercules is a corporation duly organized, existing and in good standing under the laws of the State of Delaware, with full right, power and authority to enter into and perform this Agreement;
- (ii) the execution, delivery and performance of this Assignment does not conflict with, violate or breach any agreement to which Hercules is a party, any court order to which Hercules is a party or subject to or Hercules' certificate of incorporation or bylaws;
- (iii) this Assignment has been duly executed and delivered by Hercules and is a legal, valid and binding obligation enforceable against Hercules in accordance with its terms;
- (iv) as of the execution date of this Assignment, for each patent application included in the IP, such patent application is pending, has not lapsed, expired or been abandoned, that all annuities and maintenance fees and other amounts owed in any jurisdiction or country in connection with such patent applications are paid in full and no outstanding payments are due or past due in such jurisdiction or country for the patent applications in the IP;
- (v) Hercules shall fully pay any invoices received before, on or after the execution date of this Assignment relating to or arising out of any fees or expenses related to or arising from the IP incurred

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prior to the execution date of this Assignment;

- (vi) no patent applications within the IP have been involved in any reissue, reexamination, interference, opposition or equivalent or similar proceeding or in any litigation;
- (vii) To the best of Hercules' knowledge, practice by ASU under the IP would not infringe on the rights of any third party;
- (viii) Hercules does not own, possess, have any right, title or interest in any other patent or patent application or technical know-how not included within the IP which would be infringed by the practice or commercialization of the IP (including without limitation the development, manufacture, use, importation, exportation, offer for sale or sale of the any product or process covered by the IP). If Hercules does own, possess, have any right, title or interest in any such patent or patent application or technical know-how, Hercules hereby grants to ASU a non-exclusive, world-wide, fully paid up, irrevocable, sub-licensable license under any such patents and patent applications and technical know-how (including the patents which issue therefrom or claim priority thereto) for the limited and sole purpose of the practice or commercialization of the IP (including without limitation the development, manufacture, use, importation, exportation, offer for sale or sale of the any product or process covered by the IP) ; and
- (ix) The valuation of IP was done by a third party for Hercules' benefit. ASU is not responsible for any information or omission of information contained in the valuation of the IP.

2. Acceptance. ASU hereby accepts this assignment of IP. Within one month of the execution of this Assignment, Hercules shall provide ASU a fully updated docket report for all of the patent applications included in the IP. The docket report shall include all deadlines upcoming in the three months following the execution date of this Assignment. Hercules shall make all prosecution files relating

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to the IP immediately available to ASU. Within one month of the execution of this Assignment, Hercules shall have its patent counsel transfer all such files to ASU or patent counsel designated in writing by ASU. ASU shall have exclusive ownership of and the exclusive right to exploit the IP from and after the execution date of this Assignment, including without limitation, the right to prosecute patent applications in the United States and all foreign countries which describe or claim some or all of the IP.

3. Hercules Consultation. Hercules shall execute such additional documents as may be reasonably requested by ASU to document the donation and assignment of the IP to ASU, including without limitation, notices of assignment of the IP, including without limitation, the pending patent applications listed in Schedule A or included in the IP, and future patent applications. Hercules, at the expense of ASU, shall also make its personnel available to ASU, upon reasonable request and reasonable advance notice, for the purpose of consulting with ASU regarding the IP and all related technical know-how.

4. Indemnification and Limitation of Liability Hercules shall be responsible for, and shall defend and indemnify ASU, its affiliates, regents, officers, employees, agents and representatives against all losses, claims, lawsuits, proceedings, expenses, recoveries and damages, including reasonable legal expenses, costs and attorneys fees, arising out of: (i) any use of the IP by Hercules or its affiliates, employees or agents prior to the execution date of this Assignment; or (ii) any material breach of any representation or warranty given in this Assignment by Hercules; provided however, that: (a) ASU gives Hercules prompt notice of any such claim or lawsuit; (b) Hercules has the right to compromise, settle or defend such claim or lawsuit in accordance with the terms and conditions of this Assignment; and (c) ASU, at the expense of Hercules', cooperates with Hercules in the defense of such claim or lawsuit. ASU, at its expense, may participate in the defense of any such claim or lawsuit.

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IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS ASSIGNMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY PROVIDED HEREIN. THE LIMITATION OF THIS SECTION SHALL NOT APPLY, HOWEVER, TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS ASSIGNMENT.

5. General. This Assignment shall be governed by U.S. patent. It shall be binding upon the parties and upon their respective successors and assigns. It may not be modified in any fashion except in a writing signed by the parties. Any notice or other communication regarding this Assignment shall be directed to the recipient at its last known business address and shall be given in writing by hand delivery or by facsimile, email or overnight courier with proof of delivery or by certified mail, return receipt requested. Notices shall be effective upon receipt. In the event that any provision contained in this Assignment shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Assignment shall not, at the election of the Party for whose benefit the provision exists, be in any way impaired. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

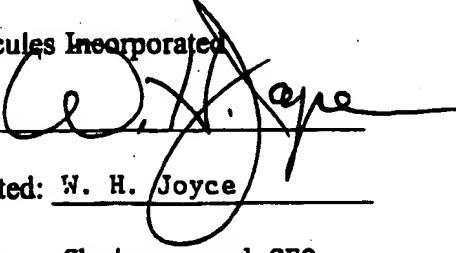
If any of these are pertinent to this transfer then they should be written into or incorporated into this Assignment.

June 04, 2003

IN WITNESS WHEREOF, the parties have signed this Assignment on the day and year first  
above written.

Hercules:

Hercules Incorporated

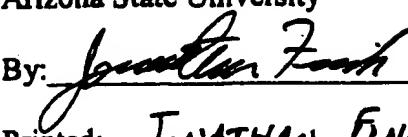
By: 

Printed: W. H. Joyce

Title: Chairman and CEO

ASU:

Arizona State University

By: 

Printed: JONATHAN FINK

Title: VICE PRESIDENT RESEARCH

June 04, 2003

**SCHEDULE A**

**HERCULES INCORPORATED INTELLECTUAL PROPERTY ASSIGNED TO ARIZONA  
STATE UNIVERSITY**

**Intellectual Property Description**

**Patent Family 1:**

**TITLE: Compositions and Methods of Use of Peptides in Combination with Biocides and/or Germicides**

**Hercules Internal Docket No. 10209**

**Patent Application: US 10/005931 Filed Nov. 12, 2001**

**PCT Application: PCT/US02/35066 Filed Oct 31, 2002**

**Patent Family 2:**

**Title: Peptides, Compositions and Methods for the Treatment of Burkholderia Cepacia**

**Hercules Internal Docket No. 5078**

**Patent Application: US 09/881954 Filed June 15, 2001**

**PCT Application: PCT/US01/19312 filed June 15, 2001; Published as WO 01/98364 on Dec 27, 2001**

**National Stage Applications filed in AU, BR, CA, EP, IL, IN, JP, MX, PL**

**June 04, 2003**

**Patent Family 3:**

**Title: Chemically Modified Peptides, Compositions and Methods of Production and Use**

**Hercules Internal Docket No. 5080**

**Patent Application: US 09/882781 Filed June 15, 2001**

**PCT Application: PCT/US01/19400 June 15, 2001; Published as WO 01/98362 on Dec 27, 2001**

**National Stage Applications filed in AU, BR, CA, EP, IL, IN, JP, MX, PL**

**Technical Know- How:**

**PLEASE IDENTIFY**